

1 BILL NO. S-85-04- 44

2 SPECIAL ORDINANCE NO. S- 72-85

3 AN ORDINANCE approving Contract  
4 85-W-1, Southwest Reservoir -  
5 Div. 1, Ferguson & Smith Road  
6 (GM), by the City of Fort Wayne  
by and through its Board of  
Public Works and Safety and  
Natgun Corporation.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

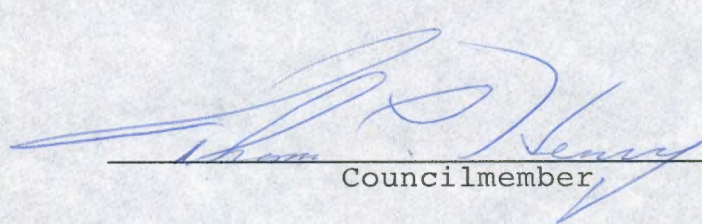
9 SECTION 1. The annexed Contract 85-W-1, Southwest Reser-  
10 voir - Div. 1, Ferguson & Smith Road (GM), by the City of Fort  
11 Wayne by and through its Board of Public Works and Safety and  
12 Natgun Corporation, is hereby ratified, and affirmed and approved  
13 in all respects. The work under said Contract requires:

14 a 4.0 Million Gallon Prestressed  
15 Concrete Reservoir to service GM  
Facilities;

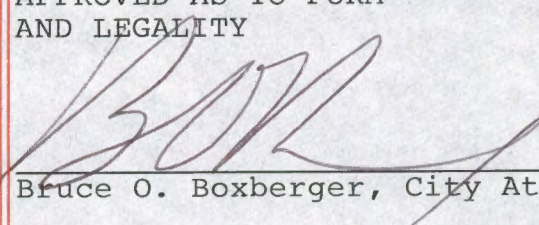
16 the Contract price is Nine Hundred Sixty-Eight Thousand Nine Hund-  
17 dred and No/100 Dollars (\$968,900.00).

18 SECTION 2. Prior Approval was received from Council  
19 with respect to this Contract on April 16, 1985. Two (2) copies  
20 of the Contract attached hereto are on file with the City Clerk,  
21 and are available for public inspection.

22 SECTION 3. That this Ordinance shall be in full force  
23 and effect from and after its passage and any and all necessary  
24 approval by the Mayor.

25  
26   
Councilmember

27 APPROVED AS TO FORM  
28 AND LEGALITY

29   
30 Bruce O. Boxberger, City Attorney  
31  
32



Read the first time in full and on motion by Henry, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.S

DATE: 4-23-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-14-85

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (RESOLUTION) NO. D-72-85 on the 14th day of May, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 15th day of May, 1985, at the hour of 3:00 o'clock \_\_\_\_\_ .M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of May, 1985, at the hour of 2 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



75-6-3  
4/10/85

CONTRACT 85-W-1

THIS AGREEMENT is dated as of the 10<sup>th</sup> day of April in the year 1985 by and between the CITY OF FORT WAYNE, INDIANA, (hereinafter called OWNER) and the NATGUN CORPORATION, (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: WATERWORKS IMPROVEMENTS.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: DIVISION 1 - SOUTHWEST RESERVOIR, CONTRACT 85-W-1.

ARTICLE 2. ENGINEER

The Project has been designed by Bonar & Associates, Inc., Fort Wayne, Indiana, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Work will be substantially completed within One Hundred Eighty (180) days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within Two Hundred Ten (210) days from the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Hundred Fifty Dollars (\$150.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Hundred Fifty Dollars (\$150.00) for



each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### ARTICLE 4. CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, in current funds, as follows: Nine Hundred Sixty-Eight Thousand, Nine Hundred Dollars and No Cents (\$968,900.00).

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the thirtieth day of each month during construction, as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

95% of Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions.)

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

#### ARTICLE 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.



#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

#### ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement (pages 1 to 5, inclusive).



- 8.2 Project Manual entitled "Waterworks Improvements, Division I - Southwest Reservoir".
- 8.3 Performance Bonds and Certificates of Insurance.
- 8.4 Notice of Award.
- 8.5 General Conditions (pages 1 to 33, inclusive).
- 8.6 Supplementary Conditions (pages 1 to 26, inclusive).
- 8.7 Fort Wayne Bid Requirements (Pages 1-37, inclusive).
- 8.8 Specifications as provided in Project Manual in Paragraph 8.2 above.
- 8.9 Drawings, consisting of a cover sheet and sheets numbered 1 thru 5, inclusive, with each sheet bearing the following general title: Division I - Southwest Pump Station, Contract 85-W-1".
- 8.10 CONTRACTOR's Bid (pages 1 to 8, inclusive, marked Exhibit A.
- 8.11 Addendum No. 1, inclusive.
- 8.12 Any Modification, including change orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, supplemented, or repealed by a Modification (as defined in Section 1 of the General Conditions).

#### ARTICLE 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

Continental Casualty Company

INSURANCE FROM



Offices/Chicago, Illinois

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we Natgun Corporation

Teal Road, Wakefield, Massachusetts 01880-1292 , Principal,

and CONTINENTAL CASUALTY COMPANY, CHICAGO, ILLINOIS, Surety, are held and firmly bound unto

City of Fort Wayne, Indiana , Obligee,

in the sum of Nine Hundred Sixty Eight Thousand  
Nine Hundred 00/100.....Dollars (\$968,900.00.....)

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated *April 10, 1985*  
for Contract 85-W-1  
Division 1 - Southwest Reservoir  
4.0 MG Prestressed Concrete Reservoir

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed, and dated

NATGUN CORPORATION

*Kenneth E. Johnson* (Seal)  
Principal  
Kenneth E. Johnson, Vice President

CONTINENTAL CASUALTY COMPANY

by *William P. Lenahan*  
Attorney-in-Fact  
William P. Lenahan



# Continental Casualty Company



AN ILLINOIS CORPORATION

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That CONTINENTAL CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint William P. Lenahan, Individually

of Needham, Massachusetts

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature as follows:

- Without Limitations -

and to bind CONTINENTAL CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of CONTINENTAL CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The President or a Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 3rd day of April, 1957.

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed to this 7th day of June, 1984.

CONTINENTAL CASUALTY COMPANY

State of Illinois ) ss  
County of Cook (



J. E. Purtell  
J. E. Purtell Vice President.

On this 7th day of June, 1984, before me personally came

J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of CONTINENTAL CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Leslie A. Smith  
Leslie A. Smith Notary Public.

CERTIFICATE My Commission Expires November 12, 1986

I, P. F. Granahan, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 3 of Article IX of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 10 day of April, 1985.



P. F. Granahan  
P. F. Granahan Assistant Secretary.





# Continental Casualty Company

CNA Plaza Chicago, Illinois 60685

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Natgun Corporation

Teal Road, Wakefield, Massachusetts 01880-1292

and CONTINENTAL CASUALTY COMPANY, CHICAGO, ILLINOIS, Surety, are held and firmly bound unto  
City of Fort Wayne, Indiana, Principal,  
in the sum of Nine Hundred Sixty Eight Thousand, Obligees,  
Nine Hundred 00/100..... Dollars (\$968,900.00.....),  
for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligees, dated  
for

*April 10, 1985*

Contract 85-W-1  
Division 1 - Southwest Reservoir  
4.0 MG Prestressed Concrete Reservoir

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED

NATGUN CORPORATION

*Kenneth E. Johnson* (Seal)  
Principal

Kenneth E. Johnson, Vice President

CONTINENTAL CASUALTY COMPANY

by *William P. Lenahan*  
Attorney-in-Fact  
William P. Lenahan





# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

## NAME AND ADDRESS OF AGENCY

Babson Park Insurance Agency  
Roblin Insurance Agency  
990 N. Washington Street  
Dedham, MA 02026

## COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Continental Insurance Co.

COMPANY LETTER **B** Continental Insurance Co.

COMPANY LETTER **C** Continental Insurance Co.

COMPANY LETTER **D** Continental Insurance Co.  
International Insurance Co.

COMPANY LETTER **E** Chubb Insurance Co.  
Atlanta International

## NAME AND ADDRESS OF INSURED

Natgun Corporation  
Teal Road  
Wakefield, MA 01880

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY	L45L2458412	1/1/86	BODILY INJURY	\$ 500,000	\$ 500,000
				PROPERTY DAMAGE	\$ 100,000	\$ 300,000
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> HIRED <input checked="" type="checkbox"/> NON-OWNED	AMC 0616349	1/1/86	BODILY INJURY (EACH PERSON)	\$ 250,000	
				BODILY INJURY (EACH ACCIDENT)	\$ 500,000	
				PROPERTY DAMAGE	\$ 100,000	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
D	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	LX2112413	1/1/86	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 3,000,000 (Three Million)	
C	<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>	WC 2920942	1/1/86	STATUTORY		
					\$ 100,000 (EACH ACCIDENT)	
	<b>OTHER</b>					

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Construction of a 4.0 MG Prestressed Concrete Reservoir  
Fort Wayne, IN

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder. ~~Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.~~

## NAME AND ADDRESS OF CERTIFICATE HOLDER

City of Fort Wayne  
Board of Public Works & Safety  
Fort Wayne, IN 46802

DATE ISSUED: April 3, 1985

*Lillian D. [Signature]*  
AUTHORIZED REPRESENTATIVE



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That CONTINENTAL CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint William P. Lenahan, Individually

of Needham, Massachusetts

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature as follows:

- Without Limitations -

and to bind CONTINENTAL CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of CONTINENTAL CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

## "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The President or a Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 3rd day of April, 1957.

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed to this 7th day of June, 1984.

CONTINENTAL CASUALTY COMPANY

State of Illinois }  
County of Cook } ss



J. E. Purtell  
J. E. Purtell Vice President.

On this 7th day of June, 1984, before me personally came

J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of CONTINENTAL CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Leslie A. Smith  
Leslie A. Smith Notary Public.

CERTIFICATE My Commission Expires November 12, 1986

I, P. F. Granahan, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 3 of Article IX of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 10th day of April, 1984.



P. F. Granahan  
P. F. Granahan Assistant Secretary.



TITLE OF ORDINANCE Contract 85-W-1, Southwest Reservoir - Div. 1, Ferguson & Smith Road (GM)

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Contract 85-W-1, Southwest Reservoir - Div. 1, Ferguson

& Smith Road is for 4.0 Million Gallon Prestressed Concrete Reservoir

to service GM Facilities. Natgun Corporation is the Contractor.

PRIOR APPROVAL RECEIVED 4/16/85

EFFECT OF PASSAGE Reservoir to service GM Facilities.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$968,900.00

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-85-04-44

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

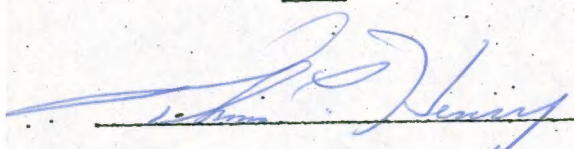
REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract 85-W-1,  
Southwest Reservoir - Div. 1, Ferguson & Smith Road (GM), by the City  
of Fort Wayne by and through its Board of Public Works and Safety and  
Natgun Corporation.



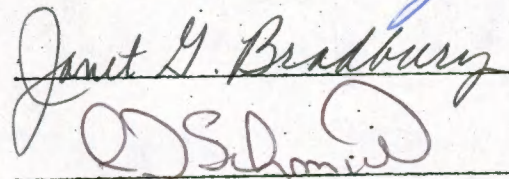
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION)

YES

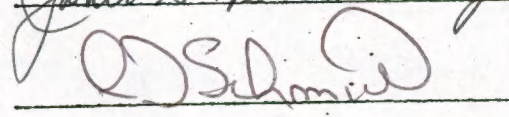
NO



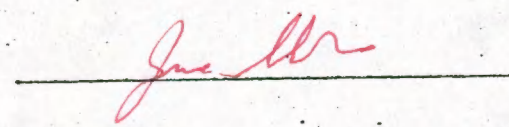
THOMAS C. HENRY  
CHAIRMAN



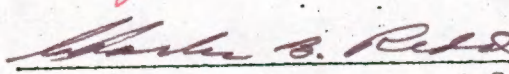
JANET G. BRADBURY  
VICE CHAIRWOMAN



DONALD J. SCHMIDT



JAMES S. STIER



CHARLES B. REDD

CONCURRED IN 5-14-85

SANDRA E. KENNEDY  
CITY CLERK